

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. 0007		3. EFFECTIVE DATE 27 AUG 99		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY DESC-PLC/MICHELLE SMITH DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD SUITE 4950 FT. BELVOIR, VA 22060-6222 http://www.desc.dla.mil		CODE SC0600 703-767-9558 703-767-8506 FAX PP 3.9		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO. SP0600-99-R-9000			
				9B. DATED (SEE ITEM 11) MAY 19, 1999			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted;or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER Specify type of modification and authority)							
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return <u> </u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>Clause F16, BARGE UNLOADING CONDITIONS (DESC MAY 1998) is hereby deleted and replaced with Clause F16.02-1, F.O.B. DESTINATION (PC&S) (DESC DEC 1998). Please note that barge free time and demurrage does not need to be completed. The annotations from Clause F16, as previously submitted, may be used for this clause.</p>							
Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHARLES MARVIN GRUBBS Contracting Officer				
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)		16C. DATE SIGNED	

F16.02-1 F.O.B. DESTINATION (PC&S) (ALASKA) (DESC DEC 1998)

(a) On items calling for delivery f.o.b. destination by means of barge--

(1) **ORDERING.** The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least one week, plus the normal barge running time from point of loading to the destination. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.

(2) **NOTICES.**

(i) Unless otherwise stated in the Contractor's offer and award document, the Contractor shall provide the delivery during the delivery window specified in the Schedule. The Contractor shall provide a projected barge schedule to the Ordering Officer in order to coordinate deliveries between the Contractor and the Ordering Office.

(ii) Barge personnel shall notify the point of contact listed on the delivery order a minimum of one week and 48 hours prior to the expected date and time of arrival. If the point of contact cannot be reached 48 hours prior to arrival, barge personnel shall notify Ordering Officer. A record of each failed notification shall be retained by the Contractor.

(3) **EQUIPMENT.** All necessary means for making the delivery shall be provided by the Contractor.

(4) **PERMITS.** The Contractor is responsible for obtaining at its own cost all such permits, licenses, from proper operating authorities as may be required to make predelivery site visits, operate its equipment and/or provide delivery of fuels, including landing, land use, and highway permits, as needed.

(b) **DOCUMENTATION.**

(1) Receipt of product shall be recorded on a Government receiving document. Volume (in gallons) delivered will be determined by a before-and-after discharge gauging of vessel tanks corrected to 60° F. Gauges (before-and-after) of Government tanks should be taken as verification of Contractor equipment gauges. The Government tank gauge may be used in lieu of Contractor equipment gauges if weather and/or other conditions make the Contractor equipment gauges inaccurate or inadequate. Should discrepancies between shore and vessel figures be noted, vessel figures shall control. The Contractor must have aboard its vessels copies of certified ullage tables for all fuel barges, trucks, or portable tanks utilized. Ullage tables should include correction for trim and list.

(2) Government personnel shall not sign the receiving documentation until such time as all fuel has been delivered into the final tankage. If multiple deliveries are anticipated, the Contractor shall state such multiple deliveries in its proposed delivery schedule submitted to the Ordering Officer. Separate orders maybe issued for each multiple delivery as determined by the Ordering Officer.

(c) **BARGE DEMURRAGE.**

(1) Demurrage shall be payable at the rate specified below per day of 24 running hours or pro rata for part thereof as stated in the Contractor's offer.

(2) Demurrage shall be paid if the Government unduly delays the vessel's operation.

(3) Claims for demurrage shall be forwarded to the Ordering Officer with supporting documents not later than 180 days after completing the discharge, failing which the Government shall be discharged from any and all liability for payment of demurrage. Any barge demurrage costs approved shall be borne solely by the customer causing such demurrage.

(d) **BARGE FREE TIME AND DEMURRAGE CHARGES FOR DOMESTIC POSTS, CAMPS, AND STATIONS**

CONTRACTS.

(1) Unless the offeror indicates otherwise, free time will be unlimited. Free time allowed and demurrage rates will not be considered in evaluation of offers for award.

DEMURRAGE BEYOND FREE TIME

<u>ITEM</u>	<u>FREE TIME ALLOWED</u>	<u>BARGE</u>	<u>TUG</u>	<u>OTHER</u>
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(2) Notwithstanding the above, the Government will not pay more than the actual rate charged by the barge carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. Free time is in addition to all hours of laytime that elapse in excess of the allowed laytime for unloading as provided in this clause.

(DESC 52.247-9FK8)